

EXHIBIT - 18

LESSEE:

[REDACTED]

LEASE NO. 5020

CONTRACT NO. 14-20-0500-2949

Swinomish Reservation

LESSOR:

THE SWINOMISH INDIAN
TRIBAL COMMUNITY, ALVIN
BOBB, CARY BOBB, MARGARET
CAGEY, EMILY JOE, et al.

COUNTERPART NO. 1

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1 35. LEASE BINDING.

2 This lease and the covenants, conditions and restrictions
3 hereof shall extend to and be binding upon the successors, heirs,
4 assigns, executors and administrators of the parties hereto and of
5 any sublessees.

6 36. INTEREST OF MEMBER OF CONGRESS.

7 No Member of, or Delegate to Congress, or Resident
8 Commissioner, shall be admitted to any share or part of this con-
9 tract or to any benefit that may arise herefrom, but this pro-
10 vision shall not be construed to extend to this contract if made
11 with a corporation or company for its general benefit.

12 37. VALIDITY.

13 This lease, and any modification of or amendment to this
14 lease, shall not be valid or binding upon either party hereto
15 until approved by the Secretary.

16 38. LESSEE'S OBLIGATIONS.

17 While the leased premises are held in trust by the United
18 States or subject to a restriction against alienation imposed by
19 the United States, all of the Lessee's obligations under this
20 lease, and the obligations of Lessee's sureties, are to the
21 United States as well as to the owner of the land.

22 39. EXECUTION AND COUNTERPARTS.

23 This lease may be executed in any number of counterparts,
24 no one of which needs to be executed by all parties, and shall
25 be binding upon all those parties who have executed such a
26 counterpart with the same force and effect as if all such parties
27 had signed the document and regardless of whether or not it is
28 executed by all other parties owning or claiming an interest in
29 the lands covered by this lease.

30 40. WATER POLLUTION CONTROL.

31 The Lessee agrees to comply with all applicable water
32 pollution control laws, regulations, and State and Federal water pollution
control agencies' recommendations, in the construction of all sewerage systems,

sewage treatment or disposal plants or systems, or in the improvement or extension of any sewerage systems or sewage treatment or disposal plants.

41. DREDGING WORK.

The Lessee shall obtain any permit that may be required by the Corps of Engineers, Department of the Army, before undertaking any dredging which affects the Swinomish Channel. A copy of any application made by the Lessee for a permit shall be forwarded to the Secretary.

LESSEE:

LESSOR:

LEASE NO.

5 0 8 6

CONTRACT NO. 12-20-0510-303

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5 The Lessee shall obtain any permit that may be required by
6 the Corps of Engineers, Department of the Army, before under-
7 taking any dredging which affects Skagit Bay. A copy of any
8 application made by the Lessee for a permit shall be forwarded to
9 the Secretary.

10 42. EXTENSION OF WATER SYSTEM.

11 It may be desired by others that water service be provided
12 to tracts lying immediately to the West of the lands herein. Such
13 tracts lie in Government Lot 2 and Government Lot 3, Section 3,
14 Township 33 North, Range 2 East, Willamette Meridian and are
15 known as Doctor Joe Waterfront Tracts and Doctor Joe Waterfront
16 Tracts, Division II.

17 Lessee intends to install a water distribution system to
18 serve all lots which may be surveyed within the lands herein.
19 Lessee agrees to permit a connection to said water system to serve
20 the above described tracts, provided that all additional costs such
21 as those attendant to increased pipe and fitting sizes and any
22 line extensions shall be borne by others. Further, water shall
23 be metered at the point of connection and shall be paid for by
24 others.

25 43. LEASES PRESENTLY IN FORCE.

26 It is recognized that a portion of the Watchman Quailka
27 allotment lying within Government Lot 6, Section 2, Township 33
28 North, Range 2 East, Willamette Meridian has been subdivided and
29 is known as Andrew Joe Waterfront Tracts. Lots 3 and 5 of said
30 tracts are immediately available to Lessee hereunder but Lots 1,
31 2, 4 and 6 through 12 have been leased for terms to expire vary-
32 ingly from August 29, 1972 to March 31, 1975, in accordance with